

ORIGINAL

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In the Matter of)
)
Complaint of WorldCom)
Technologies, Inc. against)
BellSouth Telecommunications,)
Inc. for breach of terms of)
Florida partial interconnection)
agreement under Sections 251 and)
252 of the Telecommunications Act)
of 1996, and request for relief.)

DOCKET NO. 971478-TL
Filed: May 1, 1998

Complaint of Teleport)
Communications Group, Inc./TCG)
South Florida against BellSouth)
Telecommunications, Inc. for)
breach of terms of interconnection)
agreement under Section 252 of the)
Telecommunications Act of 1996,)
and request for relief.)

DOCKET NO. 980184-TP

Complaint of Intermedia)
Communications Inc. Against)
BellSouth Telecommunications Inc.)
for breach of terms of Florida)
Partial Interconnection)
Agreement under Sections 251 and)
252 of the Telecommunications Act)
of 1996, and request for relief.)

DOCKET NO. 980495-TP

Complaint by MCI Metro Access)
Transmission Services, Inc. against)
BellSouth Telecommunications, Inc.)
for breach of approved inter-)
connection agreement by failure to)
pay compensation for certain local)
traffic.)

DOCKET NO. 980499-TP

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INTERMEDIA COMMUNICATIONS INC.'S
PREHEARING STATEMENT

INTERMEDIA COMMUNICATIONS INC. ("Intermedia") hereby files
this prehearing statement pursuant to Rule 25-22.038(3), Florida
Administrative Code, and Order Establishing Procedure, Order No.
PSC-98-9561-PCO-TP, issued April 21, 1998.

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A. WITNESSES:

Julia Strow 4
Direct & Rebuttal

ISSUES:

Note: Ms. Strow will adopt the prefiled direct testimony of Michael A. Viren.

B. EXHIBITS:

Julia Strow MAV-A through MAV-D

C. BASIC POSITION:

This is a dispute over the legal meaning of a contractual provision in the Interconnection Agreement and should be resolved as a matter of law. It does not involve disputed issues of material fact or policy and does not require an evidentiary hearing to be resolved.

This dispute arises because BellSouth refuses to honor its contractual obligation under the interconnection Agreement to provide reciprocal compensation for local ISP traffic originated by its end-users that terminates on Intermedia's network. BellSouth's refusal also violates Section 251(b)(5) of the Act which sets forth the obligation of all local exchange companies (LECs) to provide reciprocal compensation.

Under Section 1(D) of the Agreement, all calls that terminate within a local calling area, regardless of the identity of the end-user, are local calls for which reciprocal compensation is due. Nothing in the Agreement creates a distinction pertaining to calls placed to telephone exchange end-users that happen to be ISPs.

BellSouth attempts to circumvent its contractual obligation by declaring that local call to ISPs are actually interstate calls passing through the ALEC which merely serves as a "conduit." BellSouth ignores the reality that locally generated Internet communication consists of two segments: (1) a local telephone call from an end-user to an ISP; and (2) an enhanced transmission from the ISP over the Internet. Thus, in this context, the ISP does not serve as a telecommunications carrier and the local telephone call to the ISP terminates at the ISP.

It is only by ignoring the clear meaning of the Agreement and the clear distinction between telecommunications and enhanced service that BellSouth can attempt to avoid its contractual obligation.

D. ISSUES AND POSITIONS

ISSUE 1: Under their Florida Partial Interconnection Agreement, are WorldCom Technologies, Inc./MFS Communications Company, Inc., and BellSouth Telecommunications, Inc., required to compensate each other for transport and termination of traffic to Internet Service Providers? If so, what action, if any, should be taken?

INTERMEDIA'S POSITION:

**Intermedia is not a party to this portion of the proceeding. **

ISSUE 2: Under their Interconnection Agreement, are Teleport Communications Group, Inc./TCG South Florida and

BellSouth Telecommunications, Inc., required to compensate each other for transport and termination of traffic to Internet Service Providers? If so, what action, if any, should be taken?

INTERMEDIA'S POSITION:

**Intermedia is not a party to this portion of the proceeding. **

ISSUE 3: Under their Interconnection Agreement, are MCImetro Access Transmission Services, Inc., and BellSouth Telecommunications, Inc., required to compensate each other for transport and termination of traffic to Internet Service Providers? If so, what action, if any, should be taken?

INTERMEDIA'S POSITION:

**Intermedia is not a party to this portion of the proceeding. **

ISSUE 4: Under their Interconnection Agreement, are Intermedia Communications Inc., and BellSouth Telecommunications, Inc., required to compensate each other for transport and termination of traffic to Internet Service Providers? If so, what action, if any, should be taken?

INTERMEDIA'S POSITION:

Yes.

Under Section 1(D) of the Agreement, all calls that

terminate within a local calling area, regardless of the identity of the end-user, are local calls for which reciprocal compensation is due. Nothing in the Agreement creates a distinction pertaining to calls placed to telephone exchange end-users that happen to be ISPs.

BellSouth attempts to circumvent its contractual obligation by declaring that local call to ISPs are actually interstate calls passing through the ALEC which merely serves as a "conduit." BellSouth ignores the reality that locally generated Internet communication consists of two segments: (1) a local telephone call from an end-user to an ISP; and (2) an enhanced transmission from the ISP over the Internet. Thus, in this context, the ISP does not serve as a telecommunications carrier and the local telephone call to the ISP terminates at the ISP.

It is only by ignoring the clear meaning of the Agreement and the clear distinction between telecommunications and information service that BellSouth can attempt to avoid its contractual obligation.

The Commission should enforce the Interconnection Agreement by ordering BellSouth to pay Intermedia for terminating such local traffic under the reciprocal compensation provisions of the Agreement and by granting such other relief as the Commission deems appropriate.

E. QUESTIONS OF LAW: Issue 5.

F. POLICY QUESTIONS: None.

G. STIPULATED ISSUES: None.

H. PENDING MOTIONS OR OTHER MATTERS: Intermedia's Complaint was filed on April 6, 1998.

I. REQUIREMENTS THAT CANNOT BE COMPLIED WITH: None.

Respectfully submitted this 1st day of May, 1998.

INTERMEDIA COMMUNICATIONS INC.

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the foregoing has been furnished by hand delivery(*) or U.S. Mail this 1st day of May, 1998, to the following:

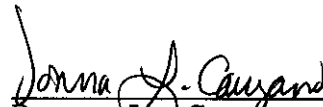
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